

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Request for Proposals: RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Award RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake to Reiss Engineering Inc., Orlando, Florida, for the Estimated Term Usage of \$2,000,000.00 over the term of the Agreement.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-4532-09/DRR will provide for the services of a qualified Project Construction Manager for the Seminole County Regional Water Treatment Facility at Yankee Lake project. The water treatment facility will extract water from the St. John's River and treat it to meet reclaimed water standards. The solicitation package included a request for the submission of hourly rates based upon an estimated amount of the hours that may be required to perform these services.

The project was publicly advertised and the County received nine (9) responses (listed in alphabetical order):

- AECOM
- Altran Solutions
- Jacobs Project Management Co.
- Parsons Water & Infrastructure, Inc.
- Post, Buckley, Schuh & Jernigan, Inc.
- Professional Engineering Consultants, Inc.
- PMA Consultants, LLC
- Reiss Engineering, Inc.
- URS Corporation

The Evaluation Committee consisting of Joe Forte, Deputy County Manager and Acting Environmental Services Director; Carol Hunter, Principal Engineer; Bob Briggs, Sr. Financial Manager; and Gary Rudolph, Utilities Manager, all from the Environmental Services Department and Lee Shaffer, Principal Engineer from the Planning and Development Department, evaluated the submittals and agreed to short-list four (4) firms: AECOM of Orlando, Florida; Jacobs Project Management Co. of Orlando, Florida; Parsons Water &

Infrastructure, Inc. of Tampa, Florida; Reiss Engineering, Inc. of Orlando, Florida. The Evaluation Committee conducted telephone interviews with these firms giving consideration to the following criteria:

- Personnel / Project Team
- Additional Resources
- Project Approach
- Similar Project Experience
- Fee Schedules submitted in the original Proposals

The Evaluation Committee recommends award of the Agreement to Reiss Engineering, Inc. of Orlando, Florida. The term of the Agreement will be until thirty (30) calendar days after the County's Final Acceptance of the associated construction project (CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake). This construction project is estimated to be of a duration of two (2) years. The backup documentation includes the Tabulation Sheet, the Evaluation Summary Sheet, the Telephone Interview Summary Sheet and Scoring Sheets.

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis and shall be based on the hourly rates as provided within their proposal. Funds are available in Yankee Lake Surface Water Plant (Account #087817.560650, CIP# 00181601).

**STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake to Reiss Engineering Inc., Orlando, Florida, for the Estimated Term Usage of \$2,000,000.00 over the term of the Agreement.

**ATTACHMENTS:**

1. RFP-4532-09\_DRR - Backup Documentation
2. RFP-4532-09\_DRR - Award Agreement (Reiss)

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

# B.C.C. - SEMINOLE COUNTY, FL PROPOSAL TABULATION SHEET

PROPOSAL NUMBER: **RFP-4532-09/DRR**  
 PROJECT TITLE: Construction Management Services for  
 Seminole County Regional Water Treatment  
 Facility at Yankee Lake

BID OPENING  
 DATE: June 3, 2009 at 2:00 P.M. Eastern

ALL PROPOSALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSAL DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PROPOSAL DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 3

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	AECOM 320 E South St Orlando FL 32801	Altran Solutions 1061 S. Sun Drive #1025 Lake Mary FL 32746	Jacobs Project Management Co. 1000 Legion Place, Ste 1400 Orlando FL 32801	Parsons Water & Infrastructure Inc 4925 Independence Pkwy, Ste 120 Tampa FL 33634-7540
	A. Thomas Brown 407-425-1100 (Phone) 407-422-3866 (Fax)	Rohan Berry 321-363-4933 (Phone) 321-363-4936 (Fax)	Joseph Mastrucci 407-514-1400 (Phone) 407-514-1499 (Fax)	Ron Armstrong 813-933-4650 (Phone) 813-930-7332 (Fax)
Acknowledge addenda (4)	Yes	Yes	Yes	Yes
Conflict of Interest	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes
Proposed Fee*	\$1,811,160.00	\$1,650,780.00	\$2,137,020.00	\$1,897,100.00

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Post, Buckley, Schuh & Jernigan, Inc Dba PBS&J 482 S Keller Rd Orlando FL 32810-6101  Kevin P Callahan 407-647-7275 (Phone) 407-838-1601 (Fax)	Professional Engineering Consultants Inc 200 E Robinson St, Ste 1560 Orlando FL 32801  Kenneth R Hooper 407-422-8062 (Phone) 407-849-9401 (Fax)	PMA Consultants LLC 4901 Vineland Rd, Ste 330 Orlando FL 32811  Richard J McAfee 407-351-7016 (Phone) 407-351-7036 (Fax)	Reiss Engineering Inc 12001 Research Pkwy, Ste 228 Orlando FL 32826  Gary J Revoir II 407-679-5358 (Phone) 407-679-5003 (Fax)
Acknowledge addenda (4)	Yes	Yes	Yes	Yes
Conflict of Interest	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes
Proposed Fee*	\$1,669,476.30	\$1,990,100.00	\$1,857,160.00	\$1,570,010.00

ITEM DESCRIPTION	Response #9			
	URS Corporation 315 E Robinson St, Ste 245 Orlando FL 32801  Richard Larson 407-481-8933 (Phone) 407-481-8834 (Fax)	Blank	Blank	Blank
Acknowledge addenda (4)	Yes			
Conflict of Interest	Yes			
Americans w/Disabilities Act	Yes			
Drug-Free Workplace Form	Yes			
Public Entity Crimes Form	Yes			
W-9	Yes			
Compliance w/ Public Records Law	Yes			
Proposed Fee*	\$1,917,225.00			

\*Proposed Fees are based on the estimated hours and labor categories provided in the solicitation documents.

Tabulated by Diane Reed, CPPB, Senior Procurement Analyst  
(Posted by Diane Reed on June 5, 2009 @ 12:00 pm Eastern)

Evaluation Meeting: June 8, 2009 @ 9:30 am EST. 500 W Lake Mary Blvd, Reflections Plaza, Environmental Services Large Conference Room, Sanford, FL 32773  
Short-listed Firms: AECOM, Jacobs Project Management Co., Parsons Water & Infrastructure Inc., Reiss Engineering Inc. (posted by D. Reed, June 8, 2009 @ 3:00pm)  
Telephone Interviews June 10, 2009, AECOM 1:00 pm; Jacobs Project Management Co., 1:30pm; Parsons Water & Infrastructure Inc 2:00pm; Reiss Engineering Inc., 2:30pm.  
Criteria and Weights: Personnel/Project Team 25%; Fee Schedule 25%; Additional Resources 20%; Similar Project Experience 15%; Project Approach 15%

Recommendation of Award: Reiss Engineering Inc. (posted by D. Reed June 11, 2009 @ 10:00 am)

BCC Agenda Date: June 23, 2009

**EVALUATION RANKINGS****RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake**

	C. Hunter	J. Forte	B. Briggs	G. Rudolph	L. Shaffer	TOTAL POINTS	RANKING
AECOM	4	2	2	2	1	11	2
ALTRAN SOLUTIONS	9	8	9	9	9	44	9
JACOBS PROJECT MANAGEMENT CO	3	4	1	3	6	17	3
PARSONS WATER & INFRASTRUCTURE INC	2	5	5	4	2	18	4
PBS&J	5	3	7	6	5	26	6
PROFESSIONAL ENGINEERING CONSULTANTS INC	7	7	6	8	7	35	7
PMA CONSULTANTS LLC	6	6	4	5	4	25	5
REISS ENGINEERING INC	1	1	3	1	3	9	1
URS CORPORATION	8	9	8	7	8	40	8

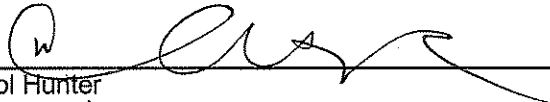
The Evaluation Committee approves the short-listed top 4 ranked firms for Telephone Interviews.

Reiss Engineering

AECOM


Jacobs Project Management Co

Parsons Water & Infrastructure Inc

  
Carol Hunter

  
Bob Briggs

  
Gary Rudolph

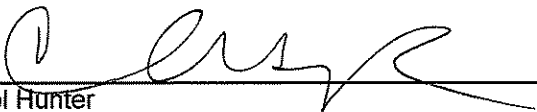
  
Joe Forte

  
Lee Shaffer

**INTERVIEW RANKINGS**  
**RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake**

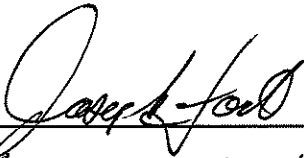
	C. Hunter	J. Forte	B. Briggs	G. Rudolph	L. Shaffer	TOTAL POINTS	RANKING
AECOM	3	2	3	3	3	14	3
JACOBS PROJECT MANAGEMENT CO	4	4	4	4	4	20	4
PARSONS WATER & INFRASTRUCTURE INC	2	3	2	2	2	11	2
REISS ENGINEERING INC	1	1	1	1	1	5	1

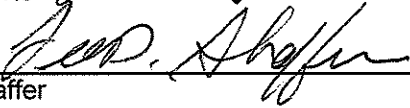
The Evaluation Committee recommends award of the RFP to: Reiss Engineering Inc

  
\_\_\_\_\_  
Carol Hunter

  
\_\_\_\_\_  
Bob Briggs

  
\_\_\_\_\_  
Gary Rudolph

  
\_\_\_\_\_  
Joe Forte

  
\_\_\_\_\_  
Lee Shaffer

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Bing

Carl May  
Ted Sh. Long  
Cec. Long

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

Don on site 100% of the project. Also learned a lot from Don. Ted & Carol 100%  
200% exp. of Don & Carol, Fl. exp. is broad

Score 82  
(0-100)

Criteria: Fee Schedule (25%)

\$1,811,160.00

Score 87  
(0-100)

Criteria: Additional Resources (20%)

None cited as additional needs

Score 60  
(0-100)

Criteria: Project Approach (15%)

- communication - planning phase
- responsibilities - daily defined
- cost control - recording in data almost purposes
- missed specific submittal / permit updates

Score 75  
(0-100)

Criteria: Similar Project Experience (15%)

Additional knowledge is in the account for but not the specific team. Would be made available. Don will be the lead categories

Score 90  
(0-100)

Total Score 87  
(0-100)

Rank 3



TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Bryce

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

Local team 7K info. long experience & dedicated staff

Score 92  
(0-100)

Criteria: Fee Schedule (25%)

\$2,137,020.00

Score 73  
(0-100)

Criteria: Additional Resources (20%)

Will need to add 3295K to the bid

Score 90  
(0-100)

Criteria: Project Approach (15%)

Attended 3 hrs diff cost calculations. Commenced by discussing history of Tampa Bay Water. Good discussion of our sensitivities

Score 92  
(0-100)

Criteria: Similar Project Experience (15%)

No areas other than crystal clarity Tampa Bay Water address info on environmental permitting.

Score 93  
(0-100)

Total Score 86.7  
(0-100)

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Brigel

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

local resources dedicated to the project either in Orlando or Tampa. Has done all types of work required for Y/L program. Discussed it during visit and notes that will be a good subcontractor.

Score 87  
(0-100)

Criteria: Fee Schedule (25%)

\$1,897,100.00

Score 83  
(0-100)

Criteria: Additional Resources (20%)

None

Score 100  
(0-100)

Criteria: Project Approach (15%)

Extensive discussion on environmental challenges of species as well as in the reports from denuding and the erosion control structures

Score 82  
(0-100)

Criteria: Similar Project Experience (15%)

Punches pipeline very similar to Y/L as are erosion control work from NV. Tampa Bay Water & Artillery is similar as well

Score 87  
(0-100)

Total Score 87.55  
(0-100)

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Briggs

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

All local & resources assessed during commitment to the success of the project. Full company allocation is available if necessary. All employees part of Reiss in Master Planning for 12 years.

Score 82  
(0-100)

Criteria: Fee Schedule (25%)

\$1,570,010.00

Score 100  
(0-100)

Criteria: Additional Resources (20%)

None

Score 100  
(0-100)

Criteria: Project Approach (15%)

Discussed up to 5 years out and how the facility must be as much to serve as in future capacity. Demonstrated the design knowledge of how it needs to be designed.

Score 92  
(0-100)

Criteria: Similar Project Experience (15%)

At 2000/2001 was primarily to the 7/6. Reassure need for use of specialty contractors. Very good discussion. Selfish note is very important.

Score 85  
(0-100)

Total Score 92.05  
(0-100)

Rank 1

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

Good relationships with County 20yrs exp. Performed  
work at YL. Communication, responsibility, cost control  
3 people on site 100%  
web base doc, expedition weekly meetings calls  
70% AECOM 30%

Score 93  
(0-100)

Criteria: Fee Schedule (25%)

\$1,811,160.00

Score 87  
(0-100)

Criteria: Additional Resources (20%)

Additional staff if necessary - Concur with proposal  
All included in proposal no additional charge

Score 90 93  
(0-100)

Criteria: Project Approach (15%)

Life Air water  
turbidity, work hours quality of life

Score 90  
(0-100)

Criteria: Similar Project Experience (15%)

long lead times is critical to schedule path  
procurement  
workplan  
operations personnel working at plant  
member present for start up

Score 90  
(0-100)

Total Score 90.6  
(0-100)

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

Communication is key  
PE, CM + Admin 100% on site  
2 week, monthly progress  
others on call

Score 87  
(0-100)

Criteria: Fee Schedule (25%)

\$2,137,020.00

Score 73  
(0-100)

Criteria: Additional Resources (20%)

10% magnitude \$ 289 K

Score ~~87~~ 90  
(0-100)

Criteria: Project Approach (15%)

Manattus scrub Jay Turbidity wetlands

Score 87  
(0-100)

Criteria: Similar Project Experience (15%)

Tampa Actiflo - changes in water throughout  
the year.  
Start up planning  
looks at life styles of scrub Jays

Score 87  
(0-100)

Total Score 84.1  
(0-100)

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

100% on site plus admin assist.  
Single point of contact local resources  
Ecology is large firm worked in Cal, TX + NY.

Score 90  
(0-100)

Criteria: Fee Schedule (25%)

\$1,897,100.00

Score 83  
(0-100)

Criteria: Additional Resources (20%)

No additional staff beyond categories no additional costs

Score 93  
(0-100)

Criteria: Project Approach (15%)

Scrub Jay - snakes, Black bear, manatees owls eagles  
Dewatering trench, erosion control  
wetland crossing

Score 95  
(0-100)

Criteria: Similar Project Experience (15%)

40 miles of pipe ground water intrusion  
erosion control - sheet piling dewatering turbidity  
manure const. - sediment cap  
Start up should be planned at the beginning

Score 93  
(0-100)

Total Score 90.05  
(0-100)

Rank 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

CM, Site Insp & Admin 100%  
Insp. staff 30 min. away Specialty Insp. available

Score 95  
(0-100)

Criteria: Fee Schedule (25%)

\$1,570,010.00

Score 100  
(0-100)

Criteria: Additional Resources (20%)

No additional cost - will discuss it Scope of const.  
changes

Score 93  
(0-100)

Criteria: Project Approach (15%)

manatees - environmental location Black bear  
BMP  
Scrub Jay Territory Preserve Land Avoid certain  
times for breeding activity

Score 93  
(0-100)

Criteria: Similar Project Experience (15%)

Sanford Atrio - Seasonal discharge line  
pre screen is critical dosing chemicals  
Range line  
shop drawing reviews  
experience & coordination.

Score 95  
(0-100)

Total Score

95.55  
(0-100)

Rank

1

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

200 YRS OF EXPERIENCE 70% AECOM 30% NICK CORP.  
HAVE WORKED TOGETHER ON NUMEROUS PROJECTS  
LAST PROJECT ABOUT ONE YEAR AGO.

Score 85  
 (0-100)

Criteria: Fee Schedule (25%)

\$1,811,160.00

Score 87  
 (0-100)

Criteria: Additional Resources (20%)

HAVE IF NEEDED CONCERN WITH WHAT WE HAVE PROVIDED.  
INDICATED NO ADDITIONAL HOURS REQUIRED.  
WILL BE PROACTIVE WITH GOOD COMMUNICATION ON ALL ISSUES  
INCLUDING BACKUP MATERIAL.

Score 95  
 (0-100)

Criteria: Project Approach (15%)

1) COMMUNICATION WELLY METS.  
2) RESPONSIBILITY AND ACTION IN IDENTIFYING FEAS  
3) COST ACCOUNTABILITY.  
ENV. ISSUES, WATER / AIR / LIFE PERMIT COMPLIANCE  
MISSING SCRUBS / BUREAU /  
ENVIRONMENTAL SPECIES.

DESIGN IN  
 - PALM CITY  
 WITHIN THE  
 ORGANIZATION

Score 80  
 (0-100)

Criteria: Similar Project Experience (15%)

THE COMPANY HAS ACTIFLOW DESIGN / INSTALL EXPERIENCE  
LESSONS LEARNED ① KEY - LONG LEAD ITEMS - CRITICAL PATH ITEMS  
② PROCUREMENT PRE PURCHASE OF EQUIPMENT ③ BARGE TRAFFIC - PILLING  
ILLEGIBLE BARGE CLASH ④ OPERATIONS NOT IMPACTED - INVOLVED IN MEETINGS.  
WILL HAVE SOMEONE FROM ACTIFLOW STARTUP  
AT NO ADDITIONAL COSTS FROM OCCUPANCY JOBS.

Score 90  
 (0-100)

→ Total Score 87.5  
 (0-100)

Rank 3



# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

LOCAL TEAM / MANAGEMENT / ARIANIS / I WISEMANY WORKED W/  
FACILITIES ALL HIS CAREER.  
CM + ADM SUPPT + CIVIL ENGINEER 100% OF TIME.  
WORKING WITH ARIANIS AT PRESENT. NOT SURE IF THEY ARE WATER RELATED.  
DRIVE P. TO BE INVOLVED ON A REGULAR BASIS PERMITS / CONSTRUCTION / DESIGN  
 Score 90  
 (0-100)

Criteria: Fee Schedule (25%)

\$2,137,020.00

Score 73  
 (0-100)

Criteria: Additional Resources (20%)

LOCAL RESOURCES REQUIRED / USED ONLY WHEN REQUIRED.  
10% OF COSTS - THEY WOULD BE ADDITIONAL COSTS TO  
US.  
NO CONCERNS WITH MAKE UP DOCUMENTATION OR ADDITIONAL  
COSTS FOR PROVIDING DATA.  
 Score 95  
 (0-100)

Criteria: Project Approach (15%)

WORKING ON ACTIVE W/ SITE  
SCRUB JAY HABITAT - TURBIDITY - MATTER'S  
COMMUNICATION IS KEY. KICK OFF MTO TO REVIEW ALL ASPECTS  
OF PROJECT. WEEKLY + MONTHLY MTO'S. PERMITS + EXPEDITION  
3 ENV. ISSUES - ① MATTER ② TURBIDITY ③ SCRUB JAY HABITAT  
④ WATLANS - COMMUNICATION WITH STAFF.  
 Score 90  
 (0-100)

Criteria: Similar Project Experience (15%)

TAMPA BAY WATER - Actiflow Lessons learned - H<sub>2</sub>O QUALITY  
CHANGES - EDUCATION START UP PLANNING - ALL CONNECTIONS  
INSTALLED. (Piping Exp.) WORK AROUND PERMITTING  
REQUIREMENTS - COMMUNICATE  
WITH PERMITTING PERSONNEL.

Score 90  
 (0-100)

Total Score 86.75  
 (0-100)

Rank 4

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Gray Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

READY TO GO - LOCAL RESOURCES - RON ARMSTRONG FROM TAMPA WILL WRITE PRO. ENV. + ECOLOGY - HAVE NOT WORKED WITH THEM IN FLORIDA, WORKED IN CALIF. TOGETHER, FEB.

Score 90  
(0-100)

Criteria: Fee Schedule (25%)

\$1,897,100.00

Score 83  
(0-100)

Criteria: Additional Resources (20%)

NO USE OF ADDITIONAL STAFF, NO ADDITIONAL COSTS. ISAKENS I+II CAN SAVE 10% ON THESE.

Score 95  
(0-100)

Criteria: Project Approach (15%)

COMPLEX PROJECT 4 SIDES - Dewatering - PROTECT SPECIES SCHEDULE MANAGEMENT. SEQUENCING TO SAVE TIME, REDUCE RISKS - COST CONTROL - MAJOR CHANGE ORDERS - RESOLVE DISPUTE AT LOWEST LEVEL. IF CAN'T BE SOLVED IN FIELD WILL BE STEPPED UPWARD. PARTNER WITH TEAM. PROJECT MANAGEMENT TEAM.

Score 95  
(0-100)

Criteria: Similar Project Experience (15%)  
3 REW. ISSUES. START WITH TRAINING ① Sensitive SPECIES scrub jay snail ② Dewatering EROSION SEPARATION CONTROLS. ③ WETLAND ISSUES. Re vegetation. BLUE BIRDS. COPIES

RICK COMPTON - Dewatering ISSUES. BILL GRAY - EROSION CONTROLS - PROTECT WETLANDS - RON ARMSTRONG - WORKED ACTIFLOW AT TAMPA BAY - COMMISSIONING and STARTUP PLAN. DAVID CRAWLEY - TURBIDITY ISSUES ON RIVER.

Score 93  
(0-100)

Total Score 90.45  
(0-100)

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

LOCAL TEAM BASED IN CENTRAL FLORIDA - 30 minute  
DRIVE CPH TEAM. Delivered in the past LOCAL EXP.  
ACTIFLOW FACILITY AT SANFORD. TEAM TRUST.  
COORDINATION - TEAM WORK.

Score 95  
(0-100)

Criteria: Fee Schedule (25%)

\$1,570,010.00

Score 100  
(0-100)

Criteria: Additional Resources (20%)

LOOKED AT SCOPE - NO ADDITIONAL COSTS - IF SCOPE CHANGES  
WE WOULD HAVE TO LOOK IF FEE CHANGE REQUIRED.  
INCLUDES ALL MEMBERS OF TEAM

Score 95  
(0-100)

Criteria: Project Approach (15%)

TEAM WORKING TOGETHER TODAY IN SANFORD. PRESENTATION OF  
BOTH TEAMS AT MEETING AND DISCUSS TEAMWORK. WORKING  
STIMULUS MONEY (SANFORD) MOVING WORK.  
BUILD TEAM WORK -

312N. ISSUES. ① Sensitive ENV. LOCATIONS SCRUB JAYS / BIRDS / BUMP'S  
MANITAB - SEMINOLE CMT THEM Score 95  
(0-100)

Criteria: Similar Project Experience (15%)

ACTIFLOW at Sanford. TWO 4 MGD TRAINS QUALITY OF  
WATER CHANGES. ENTIRE STRUCTURE - STEEL CONSTRUCTION  
PRE SCREENING CRITICAL - NO SCREEN CRITICAL -  
SAND SIZE - SENSITIVE TO SIZE.

RANGE LINE PROJECT. Multiple Contaminant Subs.

Port St. Lucie.

Score 95  
(0-100)

Total Score 91.25  
(0-100)

Rank 1

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

100% CM Proj. Coord  
 District V.P. A) 3 Personnel - Dan, Carolyn, Ted Holmes Inspectors  
 OTHER - WEB BASE ? EXPEDITING WKLY CONF CALL  
 -100%  
 70% AECOM ; 30% DICK CORPORATION DEER ISLAND WATER CONSERV II  
 SCADA MIKE HOWLE - BIOLOGIST 1 YEAR AGO COURTHOUSE  
 Score 80  
 (0-100)

Criteria: Fee Schedule (25%)

\$1,811,160.00

Score 87  
 (0-100)

Criteria: Additional Resources (20%)

IF NECESSARY - HAVE BUT  
 CONCUR W/ CATEGORY LISTED NOT APPLICABLE  
 ENVIRONMENTALIST FALL WITHIN INSPECTION CATEGORY  
 ALL ACCOMMODATED IN ORIGINAL ESTIMATE  
 ACTIFLO RESOURCE INCLUDED  
 Score 90  
 (0-100)

Criteria: Project Approach (15%)

IMPACT AIR QUALITY  
 " LIFE  
 " WATER QUALITY  
 RIVER TRAFFIC  
 PROTECT GENERAL IMPACT  
 Score 60  
 (0-100)

Criteria: Similar Project Experience (15%)

LONG LEAD ITEMS - CRITICAL PATH  
 PROCUREMENT - PREPURCHASE  
 OPERATIONS PERSONNEL - KEY MTGS  
 ACTIFLO PROCESS - INDIVIDUAL START UP FROM OROUOCHEE OFFICE  
 Total Score 79.25  
 (0-100)  
 Rank 3

Score 70  
 (0-100)

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

(JIMMY)

LOCAL TEAM / RESOURCES INSPECTION TEAM TAILORED TO ACTIVITIES  
 CONSTRUCTION / PM CAL & ADRIAN & HED CIVIL 100% —  
 KICK OFF MTG EXPEDITION — DOC. CONTROL  
 MONTHLY MTG JACOBS / ARCADIS — TOGETHER ON TAMPA BAY & EVERGLADES  
 DAVE P. WORK PLAN & ISSUES AS THEY RISE Score 80  
 (0-100)

Criteria: Fee Schedule (25%)

\$2,137,020.00

Score 73  
 (0-100)

Criteria: Additional Resources (20%)

(JERRY)

Approx — 10% MAGNITUDE ~ \$290K ADDITIONAL  
 AS NEEDED

Score 60  
 (0-100)

Criteria: Project Approach (15%)

(DAVE P.)

- 1) MANATEE (RIVER WORK)
- 2) TURBIDITY IN RIVER — PILE DRIVING
- 3) SCRUB JAY HABITAT WETLANDS WORK
- 4) WORKING IN WETLANDS

Score 100  
 (0-100)

Criteria: Similar Project Experience (15%)

TAMPA BAY — ACTIFLO — OPTIMIZING — WATER QUALITY  
 SEASONAL VARIATIONS  
 ENVIRONMENTAL PERMITS MONITORING  
 ADVANCE START UP PLANNING  
 EARLY PLANNING

Score 90  
 (0-100)

Total Score 76.75  
 (0-100)

Rank 4

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%) – ORLANDO OFFICE  
STRONG CM @ RISK HISTORY RICK C. & BILL 100% W/ ADMIN  
MANATEE ? INTAKE WORK OTHER INSPECTORS AS NEEDED  
PROT MGMT PLAN  
ENV. ECOLOGY / ENVIR. ALL OTHERS PARSONS EMPLOYEE

Score 90  
(0-100)

Criteria: Fee Schedule (25%)  
\$1,897,100.00

Score 83  
(0-100)

Criteria: Additional Resources (20%)  
DO NOT UTILIZING ADDITIONAL STAFF  
PROPOSE  
COULD REDUCE RFP HOURS

Score 90  
(0-100)

Criteria: Project Approach (15%)  
ENVIRONMENTAL TRAINING BEFORE 1) SPECIFICS - MANATEE; SCRUB JAY  
3) WETLAND CROSSING 2) TRENCH DEWATERING / INTAKE STRUCT.  
CURRENT TECH. FOR CROSSING EROSION CONTROL STRUCT.  
RESTORATION / REVEGETATION MAINT OF "

Score 90  
(0-100)

Criteria: Similar Project Experience (15%)  
RICK → SOUTH CROSS BAYOU – NON CONFORMANCE TO CONTRACTOR  
CAREFUL PREP TO PROTECT  
BILL → LAS VEGAS EROSION CONTROL – TURBIDITY  
RON → TAMPA BAY – ACUFLO – COMMISSIONING PLAN BY CONTRACTOR  
DAVE → TURBIDITY LEVELS IN RIVER  
JOHN → START UP PLANNING EARLY ON

Score 90  
(0-100)

Total Score 48.25  
(0-100)

Rank 2

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)  
LOCAL PRESENCE CM: ROCCO; ADMIN = 100%

RECENT WORK HISTORY MARK - COORDINATOR - PROJ. PORTAL - Quick response services

REISS - CPH => CITY SANFORD - PIPE REPLACEMENT PROJ.  
MODELING - REISS Score 95  
PLANNING - CPH (0-100)  
DESIGN/CM - CPH & REISS

Criteria: Fee Schedule (25%)  
\$1,570,010.00

Score 100  
(0-100)

Criteria: Additional Resources (20%)  
NO ADDITIONAL FEE

RFP HOURS/CATEGORY SUFFICIENT FOR SCOPE

Score 95  
(0-100)

Criteria: Project Approach (15%)  
SANFORD MANATEE ISSUES 1) SENSITIVE BLEBBER / AQUATIC PRES.  
MARINA SCRUB TAY TIME FRAME SCRUB TAY; BMP  
MANATEE

STATE WATER QUALITY SEMINAR FOR CONTRACTOR ON MANATEE

Score 95  
(0-100)

Criteria: Similar Project Experience (15%)  
CITY SANFORD - ACTIFLO SAND SIZE  
" " MARINA PRESUREN CRITICAL / DISAGE RATE / OAR TESTING  
" " JOHNSON'S SCREEN

RANGELINE - R.D. FACILITY - 5 MI SEWER  
GREENFIELDS 2 MI RECLAIM

COORDINATION / PEOPLE = WORK COMMUNICATION  
CORD COMMITMENT Score 95  
(0-100)

Total Score 91.25  
(0-100)

Rank 1

committed team  
both firms are local

high profile project  
local experience in water treatment  
on St. Johns (Sanford)

#### TELEPHONE INTERVIEWS

RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

Ron Curtis 7100% Mark will coordinate all disciplines. They will respond quick  
Admin Assist  
Robert Reiss & David w/ CPH they are currently working together in Sanford re: water line replacements

Score 92  
(0-100)

Criteria: Fee Schedule (25%)

\$1,570,010.00

Score 100  
(0-100)

Criteria: Additional Resources (20%)

they have reviewed scope they don't see any changes on this project re personnel +/or scope  
Gary's follow-up re: backup for

Score 90  
(0-100)

Criteria: Project Approach (15%)

Amy - similar exp. on Wekiva & Sanford 3 keys - sensitive  
scrub jay BMP's will be key US Fish & Wildlife procedure  
manatee wildlife water quality is key issue  
black bears Manatee seminar for contractors

Score 85  
(0-100)

Criteria: Similar Project Experience (15%)

Sanford's active flow project 8 MGD - quality of water has changed drastically over time. They have familiarity w/ all local permitting. Pre-screening and chemical dosing are critical  
Sand grain size is also critical in active flow process.  
30 MGD RO system w/ 3 reuse mains.

Score 87  
(0-100)

Total Score 91.8  
(0-100)

Rank 1

experience w/ sub-contractors re: wetland construction methods  
Carol asked if they could work on project where they did not do design.



# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Ron recognize the need for project, fresh objective look

Describe strengths, weaknesses and deficiencies to support your assessment.

John - excited because first project of its scope

Project management plan that addresses  
Criteria: Personnel / Project Team (25%)

John W > 25 years

Rick > 30 years

Bill Gray > 30 years

Rick, Bill & admin 100%  
other insp as needed

marine, intake

challenges - wetlands, access, dewatering, sensitive species

schedule management

construction sequencing is key

manage risks

instrumentation  
people later

avoid claims

resolve disputes @ lowest level

Joe had follow-up, what if they can't

Score 87  
(0-100)

Criteria: Fee Schedule (25%)

\$1,897,100.00

Score 83  
(0-100)

Criteria: Additional Resources (20%)

No additional staff needed. Senior staff is so experienced.  
Inspection hours in RFP is adequate, probably 10% less

Score 90  
(0-100)

Criteria: Project Approach (15%)

1) Dave - Sensitive black bear manatees  
servo jay turtles

they like to be ahead of curve w.r.t. species concerns

2) dewatering properly - erosion & sediment control

3) wetlands issues & appropriate construction methods insp. daily  
Score 90  
(0-100)

Criteria: Similar Project Experience (15%)

Rick - 40 miles South Cross Bayou project dewatering problem had to be solved  
Bill - Las Vegas - wetland exp similar to this project  
Ron - Tampa Bay which is active flow project similar to this  
Dave - marine type project in Oregon address turbidity and fish habitat  
John - start start-up plan early in process

Score 90  
(0-100)

Total Score 875  
(0-100)

Rank 2

good

Keith, Dan, Norm,

Tommy Brown

See p 21

TELEPHONE INTERVIEWS

RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Safety  
Env.  
Communication

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Personnel / Project Team (25%)

they ~~st~~ mentioned all personnel from p 21 of their proposal Keith 70% AECOM They have worked together > 4 times  
3 on site at all times Dan Ted & Carol-Anne 30% Dick Corp  
They have Score 90  
(0-100)

Criteria: Fee Schedule (25%)

\$1,811,160.00

Score 87  
(0-100)

Criteria: Additional Resources (20%)

They have additional resources and N/A Gary brought up changes  
Insp. I will do environmental They would include Drane & Env. Services Carol  
Score 88  
(0-100)

Criteria: Project Approach (15%)

written plan Dan life, water & air  
meetings weekly written report monthly dust & noise  
cost control dust turbidity, manholes  
hours, quality of life  
Score 85  
(0-100)

Criteria: Similar Project Experience (15%)

they show on 19 & 20 4 key lessons learned  
1) long lead items 3) piles will come up river operations personnel will be invited to meetings  
2) procurement 4) prior to experience via  
Carol had start-up question and no additional fee barge  
Score 80  
(0-100)

Total Score 86.6  
(0-100)

Rank 3

# TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER:

Lee Shaffer

Jerry Phillips

local team

recognized difficult parts of project

Describe strengths, weaknesses and deficiencies to support your assessment.

have joined w/ Arcadis

Criteria: Personnel / Project Team (25%)

Jim responded with pp 2-8 & 2-12 team tailored to needs at time  
Key to success is communication. Keep Carol, env & plant personnel.  
Will establish comm w/ all parties. Scheduled meetings throughout construction. Written reports. Jimmy with Jim did not provide answer  
Said he & admin person & civil insp 100% meeting schedule would not vary  
Dave starts off a few hours per week & will pick up.

Score 80  
(0-100)

Criteria: Fee Schedule (25%)

\$2,137,020.00

Score 73  
(0-100)

Criteria: Additional Resources (20%)

they called Carol Drane and interrupted.  
guess 10% max. extra hours which would be added to contract  
they were kind of vague

Score 78  
(0-100)

Criteria: Project Approach (15%)

Dave - 1) manure 4) wetlands Jimmy - got involved after  
2) turbidity 0% increase something went wrong.  
3) scrub jay habitat Kick-off meeting is best time to cover environmental

Score 80  
(0-100)

Criteria: Similar Project Experience (15%)

Jimmy referred to Tampa Bay Project (similar to this one)  
they had to monitor 250 env. permits start-up is critical  
Const. schedule has to mesh w/ environmental concerns.  
Gary's follow-up re procurement - they don't anticipate any problems

Score 85  
(0-100)

Total Score

78.6  
(0-100)

Rank

4

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
SEMINOLE COUNTY REGIONAL WATER TREATMENT FACILITY AT YANKEE LAKE  
(RFP-4532-09/DRR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **REISS ENGINEERING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 12001 Research Parkway, Suite 228, Orlando, Florida 32826, hereinafter called "PROJECT CONSTRUCTION MANAGER ("PCM")" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONSTRUCTION MANAGER to provide Construction Management services for the Regional Water Treatment Facility at Yankee Lake in Seminole County; and

**WHEREAS**, COUNTY has requested  and received expressions of interest for the retention of services of consultants; and


**WHEREAS**, CONSTRUCTION MANAGER is competent and qualified to furnish construction management services for the Regional Water Treatment Facility at Yankee Lake to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSTRUCTION MANAGER agree as follows:

**SECTION 1. SERVICES.**

(a) COUNTY does hereby retain CONSTRUCTION MANAGER to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described,

and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSTRUCTION MANAGER shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.


(b) CONSTRUCTION MANAGER may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSTRUCTION MANAGER shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice.  Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run until thirty (30) days after the COUNTY's Final Acceptance of the Yankee Lake Treatment Facility construction project. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONSTRUCTION MANAGER under this Agreement shall be in the form of written Work Orders issued and

executed by COUNTY and signed by CONSTRUCTION MANAGER. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSTRUCTION MANAGER will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by CONSTRUCTION MANAGER shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

**SECTION 5. COMPENSATION.**  COUNTY agrees to compensate CONSTRUCTION MANAGER for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSTRUCTION MANAGER shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSTRUCTION MANAGER shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

**SECTION 6. REIMBURSABLE EXPENSES.**

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### **SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSTRUCTION MANAGER shall perform all work required by the Work Order, but in no event shall CONSTRUCTION MANAGER be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSTRUCTION MANAGER shall perform all work required by the Work Order, but in no event shall CONSTRUCTION MANAGER be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSTRUCTION MANAGER is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSTRUCTION MANAGER shall advise COUNTY whenever CONSTRUCTION MANAGER has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.



(d) For Work Orders issued on a Fixed Fee Basis, CONSTRUCTION MANAGER may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSTRUCTION MANAGER ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSTRUCTION MANAGER may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSTRUCTION MANAGER ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSTRUCTION MANAGER may invoice the amount due for services actually performed and completed. COUNTY shall pay

CONSTRUCTION MANAGER one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSTRUCTION MANAGER when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSTRUCTION MANAGER shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSTRUCTION MANAGER, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environmental Services  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSTRUCTION MANAGER.


#### **SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSTRUCTION MANAGER may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSTRUCTION MANAGER within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSTRUCTION MANAGER after final payment to support final payment

hereunder. This audit would be performed at a time mutually agreeable to CONSTRUCTION MANAGER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSTRUCTION MANAGER may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSTRUCTION MANAGER. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSTRUCTION MANAGER which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSTRUCTION MANAGER  agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSTRUCTION MANAGER's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSTRUCTION MANAGER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

## **SECTION 9. RESPONSIBILITIES OF CONSTRUCTION MANAGER.**

(a) CONSTRUCTION MANAGER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSTRUCTION MANAGER under this Agreement. CONSTRUCTION MANAGER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSTRUCTION MANAGER shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSTRUCTION MANAGER's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 10. OWNERSHIP OF DOCUMENTS.** All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSTRUCTION MANAGER's services or have been created during the course of CONSTRUCTION MANAGER's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSTRUCTION MANAGER.

## **SECTION 11. TERMINATION.**


(a) COUNTY may, by written notice to CONSTRUCTION MANAGER, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSTRUCTION MANAGER to fulfill its Agreement obligations.

Upon receipt of such notice, CONSTRUCTION MANAGER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSTRUCTION MANAGER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSTRUCTION MANAGER shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSTRUCTION MANAGER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is  due to the failure of CONSTRUCTION MANAGER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSTRUCTION MANAGER shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSTRUCTION MANAGER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSTRUCTION MANAGER; provided, however, that CONSTRUCTION MANAGER shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of

CONSTRUCTION MANAGER.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSTRUCTION MANAGER had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** CONSTRUCTION MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 14. NO CONTINGENT FEES.** CONSTRUCTION MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSTRUCTION MANAGER, any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 15. CONFLICT OF INTEREST.**

(a) CONSTRUCTION MANAGER agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSTRUCTION MANAGER agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.



(c) In the event that CONSTRUCTION MANAGER causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.


**SECTION 17. SUBCONTRACTORS.** In the event that CONSTRUCTION MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSTRUCTION MANAGER must first secure the prior express written approval of COUNTY. If

subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSTRUCTION MANAGER shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** CONSTRUCTION MANAGER agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSTRUCTION MANAGER, whether caused by CONSTRUCTION MANAGER or otherwise.

**SECTION 19. INSURANCE.**

(a) GENERAL. CONSTRUCTION MANAGER shall at its own cost procure the insurance required under this Section.

(1) CONSTRUCTION MANAGER shall furnish COUNTY with a Certificate of Insurance signed by  an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSTRUCTION MANAGER, CONSTRUCTION MANAGER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance



is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSTRUCTION MANAGER shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSTRUCTION MANAGER shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSTRUCTION MANAGER shall relieve CONSTRUCTION MANAGER of its full responsibility for performance of any obligation including CONSTRUCTION MANAGER's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or

better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSTRUCTION MANAGER shall, as soon as CONSTRUCTION MANAGER has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSTRUCTION MANAGER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSTRUCTION MANAGER shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSTRUCTION MANAGER, CONSTRUCTION MANAGER shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSTRUCTION MANAGER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.


(1) Workers' Compensation/Employer's Liability.

(A) CONSTRUCTION MANAGER's insurance shall cover CONSTRUCTION MANAGER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSTRUCTION MANAGER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury

to the subcontractor's employees. The minimum required limits to be provided by both CONSTRUCTION MANAGER and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00		(Each Accident)
\$1,000,000.00		(Disease-Policy Limit)
\$ 500,000.00		(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSTRUCTION MANAGER's insurance shall cover CONSTRUCTION MANAGER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSTRUCTION MANAGER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

#### LIMITS

General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSTRUCTION MANAGER shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSTRUCTION MANAGER pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSTRUCTION MANAGER.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.


(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSTRUCTION MANAGER, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 20. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures

for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSTRUCTION MANAGER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSTRUCTION MANAGER had knowledge and failed to present during COUNTY dispute resolution procedures.


(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator  selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### **SECTION 21. REPRESENTATIVES OF COUNTY AND CONSTRUCTION MANAGER.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSTRUCTION MANAGER, shall designate in writing and shall advise CONSTRUCTION MANAGER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSTRUCTION MANAGER shall at all times during the normal work week designate or appoint one or more representatives of CONSTRUCTION MANAGER who are authorized to act on behalf of and bind CONSTRUCTION MANAGER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. MODIFICATIONS,  AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.


**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSTRUCTION MANAGER (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSTRUCTION MANAGER is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 25. EMPLOYEE STATUS.** Persons employed by CONSTRUCTION MANAGER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation,

unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 26. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSTRUCTION MANAGER not specifically provided for herein shall be honored by COUNTY.

**SECTION 27. PUBLIC RECORDS LAW.** CONSTRUCTION MANAGER acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSTRUCTION MANAGER acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this  Agreement, CONSTRUCTION MANAGER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSTRUCTION MANAGER.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the

following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Environmental Services  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

**For CONSTRUCTION MANAGER:**

Reiss Engineering, Inc.  
12001 Research Parkway, Suite 228  
Orlando, Florida 32826

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

REISS ENGINEERING, INC.

\_\_\_\_\_  
MARC A. CANNATA, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
C. ROBERT REISS, President



Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/sjs

6/11/09

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate



## **EXHIBIT A**

### **Scope of Work for Project Construction Manager for the Seminole County Regional WTF at Yankee Lake**

#### **1.0 GENERAL**

The Project Construction Manager (PCM) will provide Construction Management Services ("Services") as defined below. These Services are based upon the understanding that the County will contract directly with the construction Contractor and will be actively involved in the construction process to make decisions, provide recommendations, and perform other actions necessary for the completion of the construction. They are also based upon the County executing a Contract or plans and specifications that are consistent with this Agreement, and which provide the requisite authority for the PCM to fulfill its responsibilities.

#### **1.1 Project Management**

##### **1.1.1 Work plan**

The PCM will develop a general work plan that defines their delivery approach, staffing, responsibilities, and project deliverables.

##### **1.1.2 Reporting**

The PCM will keep the County advised of the progress of the construction. This includes submitting monthly progress reports to the County and holding periodic meetings and project status reviews with the County.

#### **1.2 Project Management Information System**

The PCM shall incorporate use of the County's CIP Program Management (refer to Section 1.3 Document Management System and Procedures) to provide communication and reporting among the County, PCM, the Design Professional (CH2M HILL), the Site Manager and the Contractor.

#### **1.3 Document Management System and Procedures**

The County's CIP Program Manager has established a system and set of procedures for managing, tracking and storing all relevant documents among the Design Professional (CH2M HILL), Contractor, Sub-Contractor, Program Manager, and County during the Construction and Closeout phases of the project. Program Manager will, in coordination with the County, maintain hard copy records, suitably organized, of all relevant documentation.

The Program Manager will work with the PCM to implement procedures for the logging and tracking of all relevant correspondence and documents. Program Manager will assist the County in monitoring all outstanding decisions, approvals or responses required from the County.

## **2.0 SERVICES FOR PROJECT ADMINISTRATION**

### **2.1 Safety Management**

PCM will manage the health, safety and environmental activities of its staff and the staff of its subcontractor to achieve compliance with applicable health and safety laws, permit compliance and state/federal regulations.

PCM will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the plans and specifications. PCM will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations.

The PCM will review the Contractor's safety plan in accordance with Section 6.14.9 of the construction contract's Section 00800: General Conditions. PCM will provide its comments to the County and the Contractor. PCM's review will be for general conformance with the plans and specifications. PCM's review will not relieve the Contractor of their responsibility for safety, nor shall it relieve the Contractor from liability for any incompleteness in the inadequacy of their safety programs.

PCM will notify affected personnel of any site conditions posing an imminent danger to them which PCM observes.

PCM will report instances in which the Contractor is not in compliance with the Contractor's Safety Plan. The PCM will make notification to affected personnel of any observed site conditions that may pose imminent danger.

### **2.2 Quality Management Program**

PCM, in coordination with the Design Professional (CH2M HILL), and the County shall prepare a Quality Management Plan for the construction. The plan will define roles, responsibilities and approval authorities of the relevant parties. The plan will define the major quality control and assurance requirements, including major tests of equipment, materials and workmanship.

### **2.3 County Furnished Equipment, Materials and Supplies**

PCM will assist the County in the procurement of County furnished equipment, materials and supplies as needed for the construction. This shall include coordination with the County and/or Design Professional (CH2M HILL) for the preparation of tender supply documents. PCM will monitor the performance of the supplier, including required or necessary inspections during manufacture, and will report to the County on status. PCM will advise the County on progress of the suppliers.

PCM will coordinate the delivery and storage of County furnished equipment, materials and supplies in coordination with the construction, plans and specifications.

## **3.0 SERVICES DURING THE CONSTRUCTION PHASE**

PCM will provide services to assist in coordinating the site activities, administering the plans and specifications, monitoring the contractor's performance of the contract's plans and specifications, inspection of the quality of construction, responding to design and technical submittals, managing changes during construction, and closing out the plans and specifications, as set forth below.

### **3.1 Project Partnering**

PCM will coordinate one Project Partnering Workshop ("Workshop"). PCM will engage a workshop facilitator (approved by the County) and document the results and agreements reached during the Workshop. PCM will coordinate with the Contractor, Design Professional (CH2M HILL), County and other Parties engaged in the Workshop to implement the results and agreements reached during the Workshop.

PCM will coordinate appropriate follow-up as agreed in the Workshop. The costs of the Workshops, including third party facilitator and outside facilities for the Workshop will be the responsibility of the PCM.

### **3.2 Site Coordination**

#### **3.2.1 Pre-Construction Conference**

PCM shall coordinate and attend one pre-construction conference to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. PCM will take minutes or otherwise record the results of this conference and distribute minutes.

#### **3.2.2 Mobilize On-Site Team**

PCM will mobilize a team on site for the duration of the construction to provide site coordination, contract administration and monitoring the performance of the Contractor. The on-site team will mobilize in field offices to be provided by the Contractor or County in accordance with the terms of the plans and specifications.

#### **3.2.3 Communications**

PCM will implement and maintain regular communications with the Contractor, Program Manager and Design Professional (CH2M HILL) during the construction. PCM will receive, review for completeness and submit to Document Control for logging and disburse all communications from the Contractor, Program Manager, and Design Professional (CH2M HILL) and will coordinate the communications between the County, the CIP Program Management staff and the Contractor. PCM will not communicate directly with the Contractor's subcontractor without the Contractor being present.

#### **3.2.4 Project Site Meetings**

PCM will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings.

#### **3.2.5 Field Instructions and Orders**

PCM will issue field instructions, orders or similar documents during construction as necessary to provide third party oversight for the work performed under the construction contract.

## **4.0 CONSTRUCTION CONTRACT ADMINISTRATION**

### **4.1 Permits**

PCM will verify that the required permits have been obtained and submitted by the Contractor. PCM will monitor any expiration date or renewal requirements.

#### **4.1.1 Payments to Contractor**

PCM shall receive and review the Contractor's requests for payment. PCM shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the construction contract plans and specifications. PCM shall provide recommendations to the County as to the acceptability of the requests. PCM shall advise the County as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the plans and specifications.

Recommendations by PCM to the County for payment will be based upon PCM's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. The PCM's recommendations will be provided based on work completed in conjunction with the construction contract documents. PCM's recommendations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction.

#### **4.1.2 Correspondence and Communications**

PCM will coordinate all written communications among the Contractor, Program Manager, Design Professional (CH2M HILL), PCM and County during the construction. PCM will prepare written communications to the Contractor and provide recommendations to the County for written communications between the County and Contractor or County and Design Professional (CH2M HILL).

#### **4.2 Changes**

##### **4.2.1 Minor Variations in the Work**

PCM may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the plans and specifications.

##### **4.2.2 Coordinate Issuance of Changes**

PCM will assist the County with the issuance of changes to the plans and specifications. PCM will coordinate with the Design Professional (CH2M HILL) for the preparation of all documents necessary to issue changes to the plans and specifications.

##### **4.2.3 Review of Contractor Requested Changes**

PCM shall coordinate with the Design Professional (CH2M HILL) for the review of all Contractor-requested changes to the plans and specifications. PCM shall coordinate with the Design Professional (CH2M HILL) for recommendations to the County regarding the acceptability of the Contractor's request and, upon approval of the County, assist the County in negotiations of the requested change. Upon agreement and approval, PCM will assist the County in preparation of final change order documents.

##### **4.2.4 Change Order Reports**

PCM will provide monthly reports to the County about the status of Proposals and Change Orders. The report shall include proposed Change Orders, issued Change Orders, pending Change Orders, and Change Order amounts.

#### **4.3 Interpretations of Contract Documents**

PCM will coordinate with the Design Professional (CH2M HILL) to respond to the Contractor's request for interpretation or clarification of the plans and specifications. PCM will submit to the Document Control the Design Professional's (CH2M HILL) written responses to such requests for disbursement.

#### **4.4 As-Built Record Documents**

PCM will verify that the Contractor is preparing as-built drawings, specifications and other as-built or record documents by reviewing these documents each month at the time the Contractor submits their pay request. When transmitted by the Contractor, PCM will review these for completeness and shall transmit these to the County. PCM shall meet with the Contractor and Design Professional (CH2M HILL), if appropriate, as necessary to discuss the preparation and submittal of as-built or record drawings.

#### **4.5 Claims and Disputes**

PCM will receive, review for completeness and provide to the Document Control for logging and disbursement, and notify the County about all letters and notices from the Contractor concerning claims or disputes between the Contractor and County pertaining to the acceptability of the work or the interpretation of the requirements of the plans and specifications. PCM will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. PCM will advise the County regarding the Contractor's compliance with the contract requirements for such claims and disputes. PCM will assist the County in discussions with the Contractor and Design Professional (CH2M HILL) to resolve claims and disputes.

PCM will undertake review, investigation and analysis of Contractor claims and disputes and provide written responses to the County in accordance with the claims and disputes procedures in the plans and specifications.

PCM will not, except as part of Additional Services, participate in judicial or alternative dispute resolution procedures for the claims or disputes.

#### **4.6 Project Controls**

##### **4.6.1 Contractor's Schedule Submittal**

PCM will review the Contractor's construction schedules and verify that they are consistent with the requirements of the plans and specifications and the Project Master Schedule. PCM will advise the Contractor of any areas where the schedules are not in compliance with the plans and specifications. PCM will provide comments to the County to assist the County in approving, accepting or taking other action on the Contractor's schedule, in accordance with the plans and specifications.

PCM's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the plans and specifications.

##### **4.6.2 Contractor Schedule Updates**

PCM will review the Contractor's periodic schedule updates or other schedule submissions. PCM will advise the Contractor if the updates or other submissions are

not in accordance with the plans and specifications. PCM will provide comments to the County regarding the updates or other submissions.

#### **4.6.3 Effect of Change Orders**

PCM will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. The PCM will gather information on these changes in order to provide an analysis of this data to the County. PCM will advise the County as to the potential impact of proposed or issued Change Orders. PCM shall assist the County in discussions with the Contractor concerning the potential impact of proposed Change Orders.

#### **4.6.4 Weekly Reports**

PCM will provide weekly reports to the County as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction. These reports will be combined with the monthly change order reports.

#### **4.7 Cost Control During Construction**

##### **4.7.1 Schedule of Values**

PCM shall request from the Contractor a schedule of values that allocates the contract price to the activities of the Contractor's construction schedules. PCM shall review the schedule of values for reasonableness and conformance with the contractor's schedule of work.

##### **4.7.2 Updating of Project Budget, Cost Control and Cash Flow Reports**

PCM will provide data to the Program Managers to update the Project Budget, Cost Control system and Cash Flows during the construction and issue periodic reports to the County, Design Professional (CH2M HILL) and Contractor. Such updates shall include all progress, payments, approved and pending changes during the project.

PCM shall also monitor and report on potential changes, claims and other identified matters that may have an impact on the contract price and project budget.

#### **4.8 Field Inspection**

##### **4.8.1 Field Office**

PCM will staff a field office provided by the Contractor on the project site during construction working hours.

##### **4.8.2 Independent Testing, Inspection and Survey Services**

PCM will coordinate with the County for the provision of material testing, specialty inspection, and survey services. Such services will be provided by independent firms already contracted with the County. PCM will review the reports and other information prepared by the independent firms provided by the County. PCM will assist in coordinating their schedules and the transmittal to Document Control of their reports, findings or other information for transmittal to the Contractor and/or the

County. PCM shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

#### **4.8.3 Review of Work**

PCM will monitor the Contractor's compliance with the quality control requirements in their plans and specifications. PCM will conduct daily on-site inspections of the Contractor's work for the purposes of determining if the work generally conforms to the plans and specifications and that the integrity of the design concept as reflected in the plans and specifications has been implemented and preserved by the Contractor. PCM will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.

PCM's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the County.

PCM will coordinate with the Design Professional (CH2M HILL) for periodic review and inspection of the construction works.

PCM does not guarantee the performance of the Contractor. PCM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the plans and specifications, and PCM shall not assume liability in any respect for the construction of the project.

#### **4.8.4 Deficient and Non-conforming Work**

Should PCM discover or believe that any work by the Contractor is not in accordance with the plans and specifications, or is otherwise defective, not conforming to requirements of the contracts or applicable rules and regulations, PCM shall bring this to the attention of the Contractor, Site Manager, Design Professional (CH2M HILL) and the County. PCM shall thereupon monitor the Contractor's corrective actions and shall advise the County as to the acceptability of the corrective actions.

#### **4.8.5 Factory and Performance Testing**

PCM will coordinate with the Contractor, and the County, to provide factory and performance testing of equipment and materials off-site, as specified in the plans and specifications. The cost for three County staff to attend and witness factory testing for a one week period will be included in the PCM's cost to perform the work. These costs will conform to County travel guidelines.

#### **4.8.6 Regulatory and Third Party Testing and Inspections**

PCM will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project and assure appropriate County staff are notified in advance when equipment is to be tested.

#### **4.8.7 Subsurface and Physical Conditions**

Whenever the Contractor notifies PCM or County of subsurface or physical conditions at the site which the plans and specifications provides should be so notified, PCM will advise the County and Design Professional and inspect the conditions at the site. PCM will review and advise the County and the Design Professional (CH2M HILL) as to the appropriate action(s), and will assist the County in responding to the Contractor.

#### **4.8.8 Substantial and Final Completion**

PCM will assist the County with inspections at substantial and final completion, in accordance with the plans and specifications. PCM will prepare up to two (2) separate punch lists of items requiring completion or correction. PCM shall make recommendations to the County regarding acceptance of the work based upon the results of the final inspection.

#### **4.8.9 Specialty Inspections**

As an additional service PCM will provide specialty inspections as needed.

#### **4.9 Shop Drawings, Samples and Submittals**

##### **4.9.1 Submittal Schedule**

PCM will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the plans and specifications, along with the anticipated dates for submission. PCM will coordinate with Program Document Controls for processing and distributing of submittals and schedules.

##### **4.9.2 Review of Shop Drawings, Samples and Submittals**

As the construction manager, PCM shall be responsible only to verify that the format of shop drawings, samples and submittals provided by the Contractor are in compliance with the requirements of the plans and specifications before transmitting them to Document Control for transmittal to the Design Professional (CH2M HILL) for review. PCM's responsibilities shall not include the Design Professional's (CH2M HILL) traditional responsibility for review of all shop drawings, samples and submittals for general conformance with the design concept and general compliance with the requirements of the plans and specifications. PCM will coordinate with the Design Professional (CH2M HILL) for the reviews of the Contractor's shop drawings, samples, and other submittals. Document Control will log and track all shop drawings, samples and submittals.

#### **4.10 Design Clarifications**

##### **4.10.1 Requests for Information**

PCM will review the Contractor's requests for information or clarification of the plans and specifications. PCM will coordinate such review with the Design Professional (CH2M HILL) and with the County as appropriate. PCM will coordinate and issue responses to the requests with assistance from the County's Program Management document control system.

#### **5.0 SERVICES DURING THE CLOSE-OUT PHASE**

PCM will assist the County in closing out the plans and specifications and commencement of the County's use of the completed work. PCM's services shall include the following:

##### **5.1 Substantial and Final Completion**



PCM will assist the County in issuing documents for substantial and final completion and acceptance of the work. PCM will advise the County on final payment, release of retention, and release of insurance and bonds.

**5.2 Vendor Provided Operation and Maintenance Manuals and Training**

PCM will coordinate with the Contractor and Design Professional (CH2M HILL) for submission and review of required manuals for operation and maintenance provided by the Contractor and for training of the County's staff by the Contractor.

**5.3 Warranties, Guarantees, Lien Releases**

PCM will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the plans and specifications. PCM will advise the County as to the acceptability and compliance of these documents with the plans and specifications.

**5.4 Close-out File and Records**

PCM will assist Program Document Controls with the recording of project documents and records. These shall include as-built drawings, final cost report, as-built schedule and a project close-out report.

**6.0 POST-CONSTRUCTION PHASE SERVICES**

**6.1 Operations and Maintenance Manual**

Contractor will provide manufacturers manuals for each piece of equipment. Design Professional (CH2M HILL) will provide written operation guidance if required.

**8.0 ADDITIONAL SERVICES**

PCM will furnish the following services upon authorization of the County and agreement on compensation to PCM.

- Services related to procurement or management of third party contractor other than testing, inspection and survey firms.
- Services necessary due to the default of the Contractor.
- Services necessary to provide recommendations to County as to whether potential damage to construction was a result of fire, flood, earthquake or other acts of God.
- Services as requested by the County in addition to those currently defined under the scope for operation and use of the completed project.
- Services for participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the County.
- Miscellaneous and supplemental services related to the project as requested by the County.
- Any other services designated as additional services.

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

# WORK ORDER

Work Order Number: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Master Agreement Title: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

## ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

## METHOD OF COMPENSATION:

- ☐ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds  
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Consultant

\_\_\_\_\_  
 \_\_\_\_\_, Secretary

By: \_\_\_\_\_  
 \_\_\_\_\_, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

\*\*\*\*\*

BOARD OF COUNTY COMMISSIONERS  
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

\_\_\_\_\_  
 (Procurement Analyst)

By: \_\_\_\_\_  
 Robert Hunter, Procurement Supervisor

\_\_\_\_\_  
 (Procurement Analyst)

Date: \_\_\_\_\_  
 As authorized by Section 8.153 Seminole  
 County Administrative Code.

OC # \_\_\_\_\_

ON # \_\_\_\_\_

## **WORK ORDER TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



### 3. HOURLY RATE FEE SCHEDULE

As requested, the Reiss Team proposes the following estimated labor rates for completion of this assignment, based on the total hours provided by Seminole County.

LABOR CATEGORY	ESTIMATED HOURS	LOADED HOURLY RATES	TOTAL
Construction Manager	4,560	\$135	\$615,600
Senior Inspector	4,560	\$90	\$410,400
Inspector	3,610	\$55	\$198,550
Inspector	1,900	\$55	\$104,500
Administrative Assistant	4,560	\$36	\$164,160
Project Manager	480	\$160	\$76,800
<b>Estimated Project Total</b>	<b>19,670</b>	<b>n/a</b>	<b>\$1,570,010</b>

**EXHIBIT (D)**

**"Truth in Negotiations" Certificate**

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of RFP- 4532 -09/DRR\* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution\*\*\*: \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

\*\* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

\*\*\* Insert the day, month, and year of signing.

(End of certificate)